



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
May 23, 2017

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6):

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of CAPT (b) (6), USN (Ret) to serve as Technical Director of Combat Systems for AECOM's SEA1000 project in Australia. AECOM is an American company incorporated in Delaware but also owns a subsidiary, namely AECOM Australia Pty Ltd., which has contracted with the Australian government to support their Future Submarine Program. His annual salary of \$(b) (6), (b) (4) will be paid by AECOM and his duties will include: overseeing the development of submarine combat system designs; establishing an Integrated Product Development and Support Environment (IPDSE) for technical data management; as well as coordinating key program functions across design, construction, material and supplier base management, preparation for sustainment, test and evaluation, commercial, and program controls.

This request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-(b) (6).

Sincerely,

(b) (6)

LCDR, JAGC, USN

Enclosure: 1. Foreign Government Employment Request Package,
CAPT (b) (6), USN (Ret)

18 May 2017

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO CAPT (b) (6), USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) CAPT (b) (6), USN (Ret) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment is to serve as Technical Director of Combat Systems for AECOM's SEA1000 project in Australia. AECOM is an American company incorporated in Delaware but also owns a subsidiary, namely AECOM Australia Pty Ltd., which has contracted with the Australian government to support their Future Submarine Program. His annual salary of \$(b) (6), (b) (4) will be paid by AECOM and his duties will include: overseeing the development of submarine combat system designs; establishing an Integrated Product Development and Support Environment (IPDSE) for technical data management; as well as coordinating key program functions across design, construction, material and supplier base management, preparation for sustainment, test and evaluation, commercial, and program controls.

3. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

4. Using the criteria established by SECNAV in reference (b), it is considered that the employment agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6), USN, RETIRED

upon the United States, jeopardize United States security, or
violate any laws of the United States.

5. I recommend that the subject request be approved. Please
indicate your approval or disapproval below. Upon your
approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)

LCDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: RF 5/22/17

Disapproved: _____

16 May 2017

From: (b) (6), CAPT, USN retired

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: Foreign Government Employment Questionnaire

1. Admiral, this letter respectfully requests permission to accept employment with AECOM as the Technical Director Combat System for the SEA1000 Future Submarine Project with the Government of the Commonwealth of Australia (Commonwealth).
2. AECOM Inc., a US public company incorporated in the State of Delaware, wholly owns an entity known as URS Federal Services Inc. Among other things URS Federal Services provides consulting and professional support services to the U.S. Navy such as Naval Sea System Command, PEO Submarines, and many other commands. AECOM also wholly owns a subsidiary company in Australia, AECOM Australia Pty Ltd. AECOM Australia has recently entered into a contract with the Commonwealth to provide services to the Future Submarine Program. The US Government, the Commonwealth, AECOM Australia Pty Ltd, and URS Federal Services Inc have entered into a US State Department approved Technical Assistance Agreement for services in support of the Commonwealth's SEA1000 Future Submarine Program.
3. My position will be the Technical Director Combat System. My role description is: Lead the growth of Submarine Group combat system division to fulfill its widening role as the Commonwealth Engineering Authority for the Future Submarine combat system, responsible for acceptance of the design and certification. This role will involve:
 - a. Oversight of development of the submarine combat system design, including whole-of-submarine performance, aligning specifications to requirements.
 - b. Supporting establishment of the Integrated Product Development and Support Environment (IPDSE) for technical data management throughout the Future Submarine Program.
 - c. Supporting the Commonwealth's analysis of design proposals from DCNS and Lockheed Martin Australia.
 - d. Within delegations, acceptance of combat system proposals assessed appropriate to the Future Submarine capability needs with regard for schedule and cost implications.
 - e. Working with other Future Submarine Program Directors to coordinate the key program functions across design, construction, material and supplier base management, preparation for sustainment, test and evaluation, commercial, and program controls.
 - f. Mentoring members of the Future Submarine Technical Office and the Submarine Group combat system division to further develop technical depth of the Commonwealth.
4. My position will report to the Director of the Future Submarine Program RADM (b) (6). The position is located in Adelaide, Australia. My direct AECOM supervisor will be (b) (6), CAPT, USN (retired), located in Crystal City, VA.

5. My naval service was over 28 years as a submarine officer including command and acquisition major program manager. I held Top Secret security clearance during my service.

Very Respectfully,

(b) (6)

A large black rectangular redaction box covers the signature area, obscuring the name and any handwritten notes.

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

Physical address (include mailing if different):

Phone: (b) (6)

Status: Military Retirement Date:

Rank/Rate (at Retirement):

Are you a U.S. citizen? Yes

Location of proposed employment: (City, Country)

(b) (6)

(b) (6)

(b) (6)

Email: (b) (6) @gmail.com

1 October 2005

CAPTAIN, USN

SSN (last four digits): XXX-XX-(b) (6)

Adelaide, Australia

1. Who is your proposed employer and how are they connected to a foreign government?

AECOM. AECOM will have a contract with the Commonwealth of Australia to support their submarine shipbuilding efforts (SEA 1000) program.

2. What is your proposed job title? **Technical Director of Combat Systems**

3. What will your specific job duties involve? (If a job description is available, please attach). **Please see attached job description.**

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

I will be compensated by AECOM. My compensation package includes salary \$[REDACTED] paid time off, a mobility premium, housing, Cost of Living Allowance (COLA) and annual performance incentive plan. My AECOM supervisor states that the Commonwealth of Australia will have no effect on my AECOM compensation.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? **No**

6. What is the highest U.S. security clearance that you have held? **Top Secret**

7. What is the highest level of classified material to which you have been granted access? **Top Secret**

8. Have you had access to Special Access Programs? **Yes, and debriefed upon exiting those programs.**

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

Yes, I expect to work with Australian classified information to the extent that my duties require it.

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes, I was the Program Manager for the Heavyweight Torpedo Joint Program Office, an Armament Cooperative Program with Australia. Duties included research, development, production, sustainment, and disposal of the MK48 heavyweight torpedo (all mods) for both the United States and Australia.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes, I was the Program Manager for the Heavyweight Torpedo Joint Program Office, an Armament Cooperative Program with Australia. Duties included research, development, production, sustainment, and disposal of the MK48 heavyweight torpedo (all mods) for both the United States and Australia.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

Yes. The processes, discipline, management techniques, and engineering customs that I learned from operating, maintaining, and acquiring submarines is a way this information will be used in my job. Any use of Technical Data will be controlled following the Technical Assistance Agreement (DDTC CASE # TA 2343-16) limitations and requirements.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering? **Yes, AECOM has an approved TAA and I will stay within the bounds of the TAA plus any additional export control licenses and agreements for this effort.**

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment with a foreign government without proper approval. I further affirm that the above questions have been reviewed (b) (6) and correctly to the best of my knowledge.

Signature

15 May 2017

Date

Technical Director—Combat System

Role Description: Lead the growth of Submarine Group combat system division to fulfill its widening role as the Commonwealth Engineering Authority for the Future Submarine combat system, responsible for acceptance of the design and certification. This will involve:

- Oversight of development of the submarine combat system design, including whole-of-submarine performance, aligning specifications to requirements.
- Supporting establishment of the Integrated Product Development and Support Environment (IPDSE) for technical data management throughout the Future Submarine Program.
- Supporting the Commonwealth's analysis of design proposals from DCNS and Lockheed Martin Australia.
- Within delegations, acceptance of combat system proposals assessed appropriate to the Future Submarine capability needs with regard for schedule and cost implications.
- Working with other Future Submarine Program Directors to coordinate the key program functions across design, construction, material and supplier base management, preparation for sustainment, test and evaluation, commercial, and program controls.
- Mentoring members of the Future Submarine Technical Office and the Submarine Group combat system division to further develop technical depth of the Commonwealth.

Position Location: Adelaide, Australia

Reporting to: Head Future Submarine Program, Assistant Secretary Australian Submarine Combat Systems

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN (b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, 952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

SIGNATURE	(b) (6)	DATE	5/23/17	SOCIAL SECURITY NUMBER (See Notice below)	(b) (6)
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Cydecor, Inc
2450 Crystal Drive
Suite 500
Arlington, VA 22202

ACCEPTANCE

(b) (6)	DATE 5/23/17	SIGNATURE (b) (6)	DATE 5/23/17
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(b) (6)
Cydecor, Inc
2450 Crystal Drive
Suite 500
Arlington VA 22202

LNCS (b) (6)
Naval Support Facility Arlington
701 South Courthouse Road
Arlington, VA 22204

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit (b) (6) (b) (7)(C) (b) (7)(D) (b) (7)(F) (b) (7)(G) (b) (7)(H) (b) (7)(I) (b) (7)(J) (b) (7)(K) (b) (7)(L) (b) (7)(M) (b) (7)(N) (b) (7)(O) (b) (7)(P) (b) (7)(Q) (b) (7)(R) (b) (7)(S) (b) (7)(T) (b) (7)(U) (b) (7)(V) (b) (7)(W) (b) (7)(X) (b) (7)(Y) (b) (7)(Z) (b) (7)(AA) (b) (7)(AB) (b) (7)(AC) (b) (7)(AD) (b) (7)(AE) (b) (7)(AF) (b) (7)(AG) (b) (7)(AH) (b) (7)(AI) (b) (7)(AJ) (b) (7)(AK) (b) (7)(AL) (b) (7)(AM) (b) (7)(AN) (b) (7)(AO) (b) (7)(AP) (b) (7)(AQ) (b) (7)(AR) (b) (7)(AS) (b) (7)(AT) (b) (7)(AU) (b) 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(7)(QU) (b) (7)(QV) (b) (7)(QW) (b) (7)(QX) (b) (7)(QY) (b) (7)(QZ) (b) (7)(RA) (b) (7)(RB) (b) (7)(RC) (b) (7)(RD) (b) (7)(RE) (b) (7)(RF) (b) (7)(RG) (b) (7)(RH) (b) (7)(RI) (b) (7)(RJ) (b) (7)(RK) (b) (7)(RL) (b) (7)(RM) (b) (7)(RN) (b) (7)(RO) (b) (7)(RP) (b) (7)(RQ) (b) (7)(RR) (b) (7)(RS) (b) (7)(RT) (b) (7)(RU) (b) (7)(RV) (b) (7)(RW) (b) (7)(RX) (b) (7)(RY) (b) (7)(RZ) (b) (7)(SA) (b) (7)(SB) (b) (7)(SC)

SIGNATURE OF EMPLOYEE	DATE
	5/23/17

NAME OF WITNESS (Type or print name)	(b) (6)
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disclosure is mandatory or voluntary, by what authority such information is obtained, and whether the information is being disclosed to the public. You are advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you from being granted access to classified information.



United States Department of State

Washington, D.C. 20520

UNCLASSIFIED

Lieutenant Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

JUN 27 2017

Dear Lieutenant Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Chief of Naval Personnel's (as the delegate of the Secretary of the Navy) approval of a request by CAPT (b) (6) (USN, Retired; XXX-XX-(b) (6)) to accept civil employment as Technical Director of Combat Systems for AECOM in Australia. It is our understanding that CAPT (b) (6) will be paid an annual salary of \$(b) (6), (b) (4).

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code (USC), and pursuant to 22 C.F.R. § 3a. Please inform the applicant of this determination.

Additionally, please inform the applicant that he remains independently responsible for complying with United States export laws and regulations and for obtaining appropriate clearances for access to classified information provided by the foreign government employer. Further, continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b) (6)

(b) (6)

Director, Office of State-Defense Integration
Bureau of Political-Military Affairs

UNCLASSIFIED



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON VA 22204-2472

5370
N00L
May 29, 2018

(b) (6) Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment request of CAPT (b) (6), U.S. Navy (Retired). The request is for approval for CAPT (b) (6) through the consulting company he owns (Innovative Partners Incubation), to consult for the government of Azerbaijan by assessing the existing climate for entrepreneurs in that country, and proposing improvements. He expects to complete a feasibility study for the creation of a business incubation program in Azerbaijan. For his services, he expects to be paid \$(b) (6), (b) (7)(F) in fees and reimbursed for \$(b) (6), (b) (7)(F) in expenses.

CAPT (b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-(b) (6).

Sincerely,

(b) (6)

(b) (6)

Lieutenant Commander, JAGC, U.S. Navy

Enclosure: 1. Employment Request Package,
CAPT (b) (6), USN (ret)

21 May 2018

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) CAPT (b) (6), USN (ret) Request for
Foreign Employment and Questionnaire dtd 15 May 18
with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment is for CAPT (b) (6) through the consulting company he owns (Innovative Partners Incubation), to consult for the government of Azerbaijan by assessing the existing climate for entrepreneurs in that country, and proposing improvements. He expects to complete a feasibility study for the creation of a business incubation program in Azerbaijan. For his services, he expects to be paid \$(b) (6), (b) (4) in fees and reimbursed for \$(b) (6), (b) (4) in expenses.

3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.

4. Using the criteria established by SECNAV in reference (b), the employment CAPT (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6), USN (RETIRED)

approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,
(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AG 5/25/18

Disapproved: AG

15 May 2018

From: CAPT. (b) (6), USNR-Ret.
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept a consulting contract for my company with the Government of Azerbaijan.
2. The Government of Azerbaijan has established a number of business incubation programs of various types over the past several years. In order to systematize their program and provide better support for Azerbaijani entrepreneurs, the Ministry has asked Innovative Partners Incubation to conduct an assessment of the existing entrepreneurial development ecosystem and provide recommendations as to the implementation of their economic development roadmap where it impacts support for entrepreneurs. My company, Innovative Partners Incubation Corporation (www.innovativepartners.com) has been in the business of starting and managing such facilities since the late 1980's (originally as Innovative Partners, Inc.). We generally work with public sector clients in the US and elsewhere, and have also managed technology startups as well. Although we have worked for the World Bank and the European Bank for Reconstruction and Development (EBRD) on several projects, this project is being conducted without a multinational bank acting as an intermediary therefore we would be paid by the Government of Azerbaijan rather than a bank or NGO. We have proposed consulting fees of \$(b) (6), (b) (7)(F) and estimated expenses of \$(b) (6), (b) (7)(F). My wife and I own the company and have several consultants we work with, but I am the only one who is retired from the military. This contract is expected to be Phase 1 of a larger project that could last as much as one year and could easily expand if additions to the statement of work are negotiated.
3. After my graduation from USNA, I spent 8 ½ years on active duty and another 20 years in the Naval Reserve retiring in 2002. I was a Naval Flight Officer assigned to VS-28 flying S-3A aircraft and I continued in airborne antisubmarine warfare managing ASWOCs as a reservist, and was Commanding Officer of ASWOC 0465 in the early 1990's. I had a Final Secret clearance, and regularly had access granted to Top Secret information as part of mission requirements. I am unaware of having had any exposure to compartmented information at any time.

Very Respectfully.

(b) (6)

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: + 1-(b) (6) Email: (b) (6)@innovativepartners.com / (b) (6)@gmail.com

Status: Military Retirement Date: 1 July 2002

Rank/Rate (at Retirement or current Reserve): CAPT. USNR

Are you a U.S. citizen? Yes SSN (last four digits): XXX—XX—(b) (6)

Location of proposed employment: (City, Country): Baku, Azerbaijan

1. Who is your proposed employer and how are they connected to a foreign government? Client is the Government of Azerbaijan, SME (Small & Medium Enterprise) Agency
2. What is your proposed job title? Consultant / Project Manager
3. What will your specific job duties involve? Supervise team developing an evaluation of the entrepreneurial ecosystem in Azerbaijan and preparation of a feasibility study for establishing a business incubation program to help entrepreneurial companies commercialize their innovative products and services. Establish center, hire, train local staff, recruit entrepreneurs, etc.
4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed. Yes. Fees of \$(b) (6), (b) (4) and estimated expenses of \$(b) (6), (b) (4) (USD).
5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? NO
6. What is the highest U.S. security clearance that you have held? Final Secret

7. What is the highest level of classified material to which you have been granted access? Top Secret
(granted as required by my assignments)

8. Have you had access to Special Access Programs? NO

9. Will you be working with classified information as part of your foreign employment? If yes, please explain. NO

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. NO

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. NO

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. As a Naval Flight Officer and Antisubmarine Warfare Operations Center watch stander I was exposed to minimal classified data as required to operate the equipment and carry out my duties. I was an operator, not a designer or engineer.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering? N/A – no defense services involved.

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

5/15/18
Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b) (6)	DATE 10 Nov. 2017	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
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ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

Innovative Partners Incubation Corp., (b) (6)

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIG (b) (6)	DATE 11/10/17	SIG (b) (6)	DATE 13 Nov 17
NAME (b) (6)		NAME CDR (b) (6), JAGC, USN Asst. Legal Counsel CMP Legal 701 S. Courthouse Rd Arlington, VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ ^{have not} received a security debriefing.

SIGNATURE OF (b) (6)	DATE 11/10/17
NAME OF WITNESS (Type or print) (b) (6)	SIGNATURE (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform you, whether the disclosure is mandatory or voluntary, by what authority such information is solicited. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 92-263, which requires that you be identified precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



United States Department of State
Bureau of Political-Military Affairs
Washington, DC 20520-6817

August 20, 2018

Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from Captain (b) (6) (U.S. Navy, Retired; XXX-XX-(b) (6)) to accept civil employment with the Government of Azerbaijan's Small and Medium Enterprise Agency as a Project Manager.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

(b) (6)

(b) (6)

Acting Assistant Secretary



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
January 11, 2019

(b) (6) Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment request of CDR (b) (6), U.S. Navy (Retired). The request is for approval for CDR (b) (6) to serve as Professor of History and Philosophy of Earth Sciences at the University of Copenhagen; the university is partially funded by the Danish government. In this role, CDR (b) (6) will establish a new research program in the History and Philosophy of Earth Sciences, and will develop new teaching initiatives, including initiatives directed at high school teachers. For her services, she expects to be compensated at under the equivalent of \$(b) (6), (b) (4) USD/year, including salary, retirement contributions, and travel reimbursement. She is still in negotiations regarding her compensation.

CDR (b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-(b) (6)

Sincerely,

(b) (6)

(b) (6)

CDR, JAGC, USN

Enclosure: 1. Employment Request Package,
CDR (b) (6); USN (ret)

21 Dec 2018

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO CDR (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 1994
(d) DoDI 1320.04 of 3 Jan 2014

Encl: (1) CDR (b) (6), USN (ret) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The request is for approval to serve as Professor of History and Philosophy of Earth Sciences at the University of Copenhagen; the university is partially funded by the Danish government. In this role, CDR (b) (6) will establish a new research program in the History and Philosophy of Earth Sciences, and will develop new teaching initiatives, including initiatives directed at high school teachers. For her services, she expects to be compensated at under the equivalent of (b) (6), (b) (4) USD/year, including salary, retirement contributions, and travel reimbursement. She is still in negotiations regarding her compensation.
3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.
4. A review of the requestor's electronic personnel file did not identify any adverse or reportable information as defined by reference (d). No information regarding this retired officer's security clearance was available in JCAVS.
5. Using the criteria established by SECNAV in reference (b), the employment CDR (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CDR (b) (6) USN (RETIRED)

6. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: RG 1/9/19

Disapproved:

(b) (6); Ph.D.
Commander, US Navy (Retired)

(b) (6)
(cell) (b) (6)
Email: (b) (6) @proaxis.com

23 June 2018

Chief of Naval Personnel
Office of Legal Counsel (N00L)
Naval Support Facility Arlington
701 South Courthouse Road, Room 4T035
Arlington, VA 22204

To whom it may concern:

Pursuant to the Emoluments Clause, US Constitution, I am requesting approval to accept employment in Denmark as a professor of the history of science at the University of Copenhagen. While the offer has not yet been made, it is likely that it will be within the next two to three months.

As a professor in the *Institut for Naturfagenes Didaktik* (Department of Science Education), I would provide instruction in the history of the earth and environmental sciences (primarily geological and geographical disciplines) to undergraduates majoring in those fields, to graduate students who are seeking certification as secondary science teachers in Denmark, and graduate students from around the world who are seeking doctorates in didactics and science education. I would also be working collaboratively with fellow faculty members in Denmark and in other European nations (and the United States) on joint research projects that involve the history of the earth and environmental sciences along with their relevant scientific disciplines and/or science education. This work is not directed by the Government of Denmark, nor will my selection for this position be influenced by the Government of Denmark. This is an academic appointment; my application materials will be reviewed by other academics (who may work anywhere in the world) as well as a review committee composed of University of Copenhagen faculty members and deans. The formal offer will come from the Department of Science Education within the Faculty of Science of the University of Copenhagen.

I will receive compensation for my duties performed for the University of Copenhagen. I will not require an oath of allegiance to the Government of Denmark.

I retired from the US Navy on 1 November 1994.

Sincerely

(b) (6)

(b) (6) Ph.D.

Commander, US Navy (Retired)

Foreign Government Employment Questionnaire

Section 1 – Applicant Data

1. Name (Last, First, MI): (b) (6)
2. Rank/Rate (at retirement or current reserve): Commander
3. Military Retirement Date/Reserve Start Date: 1 November 1994
4. Physical Address: (b) (6)
(b) (6)
5. Mailing Address (if different):
6. Phone Number: (b) (6)
7. Email Address: (b) (6) @proaxis.com
8. SSN (last four): (b) (6)
9. Are you a U.S. citizen? Yes ☒ or No ☐

Section 2 – Information/Questionnaire

1. Location of proposed employment (City, Country): Copenhagen, Denmark
2. Who is your proposed employer and how are they connected to a foreign government?
Department of Science Education, Faculty of Science, University of Copenhagen. The University of Copenhagen is a public institution, which, like public institutions in the United States, receives part of its funding from the Danish government and follows guidance from the Ministry of Education. It is not an arm of the Danish government.
3. What is your proposed job title?
Professor of History and Philosophy of Earth Sciences

4. What will your specific job duties involve? What specific expertise/knowledge will you be expected to provide during your foreign employment? (please attach job description if available).

My job will be to establish a new research program in the history and philosophy of the earth sciences and to be responsible for mandatory courses in philosophy of science for students who are geography and geology majors. I will write research grants and collaborate with other researchers in the department in developing new teaching initiatives in history and philosophy of science within the Faculty of Science, including initiatives directed at current or future high school teachers. I will be using my knowledge of the earth sciences, history of science, and secondary science education to fulfill these duties.

5. Disclose all forms of benefits you will receive (pay, allowances, honors, awards, consultation fees, partnership distributions, transportation, lodging, food, etc.) for your services. Explain how your benefits will be affected by the foreign government with which you are working.

This is a permanent position. I will receive a salary and money toward retirement (ballpark estimate: the equivalent of about \$[REDACTED] annually in pay and \$[REDACTED] annually in retirement contributions); transportation to Denmark and probably some moving expenses [i.e., less than \$150K/year]. When I am traveling to academic conferences (anywhere in the world), my travel (transportation/lodging/food) will be funded either by the university or by research grants. If I am traveling at the invitation of another university, they will pay for it. [How much that is depends on where I am going and for how long...it is reimbursement for business travel, just like when I traveled for the Navy.] The Government of Denmark will not affect my pay/benefits, which are determined by the University of Copenhagen, along with the relevant faculty union.

6. Will you be required to execute an oath of allegiance to the foreign government with which you are working, obtain foreign citizenship, or alter your U.S. citizen status in any way? If yes, please explain.

No.

7. What is the highest U.S. security clearance you have held?

Top Secret/SCI

8. What is the highest level of classified material to which you have been granted access?

Top Secret/SCI

9. Have you had access to Special Access Programs?

Not to my knowledge. I was, on occasion, "read in" to compartments.

10. Will you work with classified information as part of your foreign employment? If yes, please explain.

No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

When I was the weather officer at NATO Base Keflavik, my team provided flight and acoustic forecasts to the Danish P-3 contingent, just as we did for the other NATO nation flight crews.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

I was a meteorologist and oceanographer while on active duty. My knowledge of the oceans and atmosphere are relevant to my ability to be a historian of those disciplines, but the actual military work I did (operational forecasting) is not.

13. Do you have knowledge of or previous access to technical data or software (classified/unclassified) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

No

14. If applicable, have you or your employer applied for and/or received an export license for the defense service you will be offering? If yes, please explain.

Not applicable -- I am not offering defense services.

Section 3 – Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

3 July 2018

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11 These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed Reg 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress), section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community and Congress), section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress), and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling

12 I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

SIGN (b) (6)	DATE 3 JUL 2018	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
OR NUMBER (Type or print)		

US NAVY (RETIRED)

(b) (6)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
(b) (6)	SIGN (b) (6)
DATE 7/3/18	DATE 19 Dec 18
NAME AND ADDRESS (Type or print)	NAME (Type or print)
(b) (6)	COR (b) (6), JAGC, USN Asst Legal Counsel CNP Legal 701 S. Courthouse Rd Arlington, VA 22204

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization, that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing

SIGN (b) (6)	DATE 3 JUL 2018
NAME OF WITNESS (Type or print)	SIGN (b) (6)
(b) (6)	(b) (6)

NOTICE The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information



United States Department of State
Bureau of Political-Military Affairs
Washington, DC 20520-6817

May 8, 2019

Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from Commander (b) (6) (U.S. Navy, Retired; XXX-XX-(b) (6)) to accept civil employment with the University of Copenhagen in Denmark as a Professor of History and Philosophy of Earth Sciences.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling her independent obligations relating to the use of classified materials.

Sincerely,

(b) (6)

Assistant Secretary



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
January 11, 2019

(b) (6) Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment request of CAPT (b) (6), U.S. Navy (Retired). The request is for approval to serve as President of Vision Technology Systems, which the Singaporean government owns indirectly. Vision Technology Systems is an integrated engineering group that provides solutions and services in the Aerospace, Electronics, Land Systems, and Marine sectors. In this role, CAPT (b) (6) will be responsible for driving organic and inorganic growth in the company's business lines. For his services, he will be compensated at a level in excess of his military retirement pay. CAPT (b) (6) did not seek approval prior to starting this position because he believed FGE approval was not needed by retirees below paygrade O-7.

CAPT (b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-(b) (6)

Sincerely,

(b) (6)

(b) (6)

CDR, JAGC, USN

Enclosure: 1. Employment Request Package,
CAPT (b) (6), USN (ret)

21 Dec 2018

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO CAPT (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 1994
(d) DoDI 1320.04 of 3 Jan 2014

Encl: (1) CAPT (b) (6), USN (ret) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The requested employment is to serve as President and CEO for Vision Technology Systems, a wholly owned subsidiary of Singapore Technology Engineering, of which the Singaporean government is majority owner through another company, Temasek Holdings Limited. Vision Technology Systems is an integrated engineering group that provides solutions and services in the Aerospace, Electronics, Land Systems, and Marine sectors. In this role, CAPT (b) (6) will be focused on developing organic and inorganic growth across Vision Technology Systems' lines of business. For his services, he will be compensated at an amount in excess of his Navy retirement pay, consisting of a base salary, bonuses, and stock awards. CAPT (b) (6) began employment with Vision Technology Systems prior to submitting this request because he thought FGE approval was required only for retirees in paygrade O-7 and above. Upon joining the company, he learned that FGE approval requirements apply to all paygrades, and he immediately requested FGE approval.
3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.
4. A review of the requestor's electronic personnel file did not identify any adverse or reportable information as defined by reference (d). A review of the requestor's JPAS records did not identify any security clearance incident reports.

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6), USN (RETIRED)

5. Using the criteria established by SECNAV in reference (b), the employment CAPT (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

6. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AS 11/9/19

Disapproved: _____

September 12, 2018

VIA ELECTRONIC MAIL AND OVERNIGHT DELIVERY

Vice Admiral Robert P. Burke, USN
Chief of Naval Personnel
Office of Legal Counsel (N00L)
Naval Support Facility Arlington

ATTENTION:

Commander (b) (6)
CDR, JAGC, USN
Deputy Legal Counsel
CNP/OPNAV N1
(b) (6) @navy.mil

701 S. Courthouse Road, Room 4T035
Arlington, VA 22204
navyftge.fct@navy.mil
<https://safe.amrdec.army.mil/safe>

RE: Request for Foreign Government Employment Approval

Dear Admiral Burke,

This letter requests permission to accept employment with VT Systems first as President & CEO (Designate) and thereafter as President & CEO.

After 22 years of active service, I retired from the U.S. Navy on 1 July 1999 as a Captain. My last assignment was in the Office of the Secretary of the Navy as Deputy Assistant Secretary (Mines and Undersea Warfare).

I began work on Monday with Vision Technologies Systems, Inc. ("**VT Systems**") as its President & CEO (Designate), with a transition period to become President & CEO on 1 December 2018. I was reminded of the requirement to seek approval for my new employment with an entity associated with a foreign government. This is the first instance of such employment since I retired from the Navy almost two decades ago.

VT Systems, a Delaware corporation, is located in Alexandria, Virginia, and has 15 operating companies in the United States. With approximately 4,000 professional and technical employees, VT Systems provides a wide array of high-value products in the United States and abroad.

VT Systems is a wholly-owned subsidiary of Singapore Technologies Engineering Ltd ("**ST Engineering**"). ST Engineering is a public limited company domiciled and incorporated in Singapore and whose immediate and ultimate holding company is Temasek Holdings (Private) Limited ("**Temasek**"), a company incorporated in Singapore. Temasek is considered to be the "Ultimate Parent" by the Defense Security Service of the U.S. Department of Defense. Temasek is wholly-owned by the Minister for Finance (Incorporated), a statutory body constituted by the Minister for Finance (Incorporation) Act (Chapter 183, statutes of the Republic of Singapore).

Vision Technologies Systems, Inc.

10000 North Central Expressway, Suite 1000

San Diego, CA 92120

Phone: 619.594.1000

Fax: 619.594.1001

www.visiontech.com

ST Engineering is a global technology, defense and engineering group specializing in the aerospace, electronics, land systems, and marine sectors. The Group employs about 22,000 people across offices in Asia, the Americas, Europe and the Middle East, serving customers in the defense, government and commercial segments in more than 100 countries. Headquartered in Singapore, ST Engineering ranks among the largest companies listed on the Singapore Exchange. It is a component stock of the FTSE Straits Times Index, MSCI Singapore, and the SGX Sustainability Leaders Index.

Please find enclosed herewith the following additional documents in support of my application:

- (1) Foreign Government Employment Questionnaire (revised 1 Aug 18)
- (2) Classified Information Nondisclosure Agreement (SF-312)
- (3) President & CEO Position Job Description
- (4) News Release from ST Engineering regarding my appointment

The full position description of my employment is provided at enclosure (3), and the news release regarding my appointment is provided at enclosure (4). The compensation for the position is answered in the Foreign Government Employment Questionnaire, enclosure (1).

As mentioned above, I retired from the Navy on 1 July 1999 after over 22 years of service. For most of my career, while on active duty, on Capitol Hill and with my previous employer (the Raytheon Company), I held a clearance. I acknowledge my continuing obligation to safeguard all classified information. My signed and witnessed Classified Information Nondisclosure Agreement (SF-312) is at enclosure (2).

I can be reached anytime at (b) (6). Thank you for your time and consideration.

Very respectfully submitted,

(b) (6)

President & CEO (Designate)

Foreign Government Employment Questionnaire

(revised 1 Aug 18)

Section 1-Applicant Data

Name: (last, first, middle initial)

(b) (6)

Physical address:

(b) (6)

Mailing address (If different from physical):

same

Phone:

(b) (6)

Email:

(b) (6) @vt-systems.com

Status: Military Retirement Date (if applicable):

01 July 1999

or Current Navy Reserve EOS Date:

Rank/Rate (at Retirement or current Reserve):

Captain/06

SSN (last four digits):

(b) (6)

XXX-XX-

Are you a U.S. citizen? ☒ Yes ☐ No

Section 2-Questionnaire

1. Location of proposed employment: (City, Country)

Alexandria, VA

2. Who is your proposed employer and how are they connected to a foreign government?

VT Systems, a Delaware corporation, is located in Alexandria, Virginia, and has 15 operating companies in the United States. With approximately 4,000 professional and technical

3. What is your proposed job title?

President and CEO

4. What will your specific job duties involve? What specific expertise/knowledge will you be expected to provide during your foreign employment? (Please attach job description if available).

The President and CEO of VT Systems has the responsibility to work closely with and support ST Engineering's business sector Presidents in achieving the P&L plan for the group's US business. The CEO will work closely with ST Engineering management in Singapore to develop VT Systems' strategic plan focused on organic and inorganic growth across the company's commercial and defense business lines spanning Aerospace, Electronics, Land Systems and Marine sectors.

5. What compensation and benefits will you receive (pay, allowances, honors, awards, consultation fees, partnership distributions, ownership interests, transportation, lodging, food, etc.) for your services? Will your compensation and benefits be determined or influenced by the foreign government with which you are working?

My compensation and benefits plan exceeds my military retirement and includes monetary remuneration as base pay, results-based incentive bonus, and stock grant.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No

7. What is the highest U.S. security clearance that you have held?

TS/SCI

8. What is the highest level of classified material to which you have been granted access?

TS/SCI

9. Have you had access to Special Access Programs?

Yes

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No

13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade?¹ If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment.² (Please review End Notes Prior to Answering)

Yes

14. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

Yes

Additional Information (if applicable):

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)



09/12/2018

Signature

Date

End Notes

¹The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

“Defense service” (ITAR §120.9) means:

- (a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;
- (b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or
- (c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.

“Defense article” (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

“Technical data” (ITAR §120.10) means:

- (a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, including information in the form of blueprints, drawings, photographs, plans, instructions or documentation;
- (b) Classified information relating to defense articles and defense services on the USML; and
- (c) Software directly related to defense articles.

Note: The definition does not include commonly taught information concerning general scientific, mathematical, or engineering principles, nor does it include basic marketing information on function or purpose or general system descriptions.

“U.S. person” (ITAR §120.15) means a person who is a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any corporation, business association, or other entity, organization, or group that is incorporated to do business in the United States, including any governmental (federal, state or local) entity.

"Foreign person" (ITAR §120.16) means any natural person who is not a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is not a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any foreign corporation, business association, any other entity that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).

"Broker" (ITAR §129.2(a)) means any person described below who engages in the business of brokering activities:

- (a) Any U.S. person wherever located;
- (b) Any foreign person located in the United States; or
- (c) Any foreign person located outside the United States where the foreign person is owned or controlled by a U.S. person.

"Brokering activities" (ITAR §129.2(b)) means any action on behalf of another to facilitate the manufacture, export, permanent import, transfer, reexport, or retransfer of a U.S. or foreign defense article or defense service, regardless of its origin.

Such action includes, but is not limited to:

- (a) Financing, insuring, transporting, or freight forwarding defense articles and defense services; or
- (b) Soliciting, promoting, negotiating, contracting for, arranging, or otherwise assisting in the purchase, sale, transfer, loan, or lease of a defense article or defense service.

Such action does not include:

- (a) Activities by regular employees acting on behalf of their employer; or
- (b) Activities that do not extend beyond administrative services, such as, collecting product and pricing information to prepare a response to Request for Proposal, generally promoting company goodwill at trade shows. Activities performed by an affiliate, on behalf of another affiliate.

Note: engaging in the business of brokering activities requires only one occasion of brokering.

²If you or your prospective employer are unsure whether your proposed employment would include the provision of defense services or brokering controlled under the ITAR, you may submit to DDTC a written request for an advisory opinion. The request to issue such an advisory opinion should include comprehensive information about the scope and details of your proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website:

www.pmddtc.state.gov <https://urldefense.proofpoint.com/v2/url?u=http-3A__www.pmddtc.state.gov&d=DwMFAw&c=ONKfg44GVknAU-XkWXjNxQ&r=8f34AzkPGUyoG_RgO1p8Skqe3LdTjdbk9qDKSE-nyaA&m=HrJYx4Qsg6fu6BJEmuYlr-TbvJjrU8uygAwHpyi7jeo&s=OPxi5RIFTQ2rYnUyhAb_FkmMI3wUcWDexZnrbdL4NEI&e=>>

Position and Candidate Specification



Chief Executive Officer

PREPARED BY:

(b) (6)

[REDACTED]

[REDACTED]

[REDACTED]

January 2018

Assignment: 48461-001

About the Company

VT Systems

About the Parent Company

Headquartered in Singapore, Singapore Technologies Engineering (ST Engineering) is an integrated defense and engineering group specializing in the Aerospace, Electronics, Land Systems and Marine sectors. Across the globe, the company's employees bring innovation and technology together to create smart engineering solutions for customers in the defense, government and commercial segments. ST Engineering ranks among the largest companies listed on the Singapore Exchange.

About Vision Technologies Systems, Inc. (VT Systems)

Providing a wide range of services, solutions, and products to the Aerospace, Electronics, Land Systems, and Marine sectors through its group of companies including VT Systems, ST Engineering fulfills a variety of commercial and military demands around the world and in the US.

Since its establishment in 2001, VT Systems has made a name for itself as a leader in the defense and engineering industry.

Headquartered in Alexandria, VA, VT Systems and its USA subsidiaries generate \$1B in revenue in 2016 and have around 5,000 employees

VT Systems is comprised of 15 operating companies:

- | | |
|--------------------------|--------------|
| - AERIA Luxury Interiors | - VT LeeBoy |
| - Aethon, Inc. | - VT MAE |
| - EcoServices | - VT MAK |
| - iDirect Government | - VT Marine |
| - VT AAA | - VT Miltope |
| - VT Hackney | - VT SAA |
| - VT Halter Marine | - VT Volant |
| - VT iDirect | |

VT Systems' key capabilities include

Aerospace

- Maintenance Repair and Overhaul
- Engine Cleaning
- Luxury Interiors
- Pilot Training

Electronics

- Broadband Access
- Rugged Military Computer Equipment
- Simulation and Training

Land Systems

- Custom Trucks Bodies and Trailers
- Emergency Vehicles
- Metal Products
- Road Construction and Maintenance Equipment
- Autonomous Mobile Robots

Marine

- Shipbuilding
- Ship Repair
- Rig Repair

VT SYSTEMS LEADERS

General (b) (6), USA (Ret.) General (Ret.) is Chairman and CEO of Vision Technologies Systems, Inc. (VT Systems). General (b) (6) retired from the United States Army in 2001 after 39 years of service. His last assignment was Commanding General, U.S. Army Materiel Command (AMC). General (b) (6) is a distinguished military graduate of Eastern Michigan University where he was commissioned as a second lieutenant of Infantry. He has served in various logistics assignments throughout his career, to include Deputy Chief of Staff for Logistics, U.S. Army, Deputy Commanding General, AMC, and Commanding General, U.S. Army Ordnance Center and School, Aberdeen Proving Ground, Md. He was also the Deputy Chief of Staff for Logistics, U.S. Army Europe and Seventh Army, Germany, from 1991 to 1992. Prior to that, he served as the Deputy Commanding General, 22d Theater Army Support Command, Saudi Arabia from April 1991 to July 1991, and as the Deputy Chief of Staff for Procurement, AMC, from 1989 to 1991. General (b) (6) attended the U.S. Army Command and General Staff College, Fort Leavenworth, Kan., and then the University of Kansas where he earned a Master of Arts in Political Science. He is a graduate of the Industrial College of the Armed Forces, Fort McNair, Washington, D.C. General (b) (6) also has a Juris Doctor degree from the University of Missouri and is licensed to practice law before the Supreme Court, State of Michigan; Supreme Court, State of Kentucky, District of Columbia Court of Appeals; the United States Court of Military Appeals and the Supreme Court of the United States.

(b) (6) joined VT Systems as Executive Vice President in August of 2005. In this position, he is responsible for the growth of the company through mergers and acquisitions and overseas business development. He was appointed Acting COO in April of 2017. Prior to joining the company, (b) (6) was a senior diplomat at the Embassy of Singapore in Washington D.C. As the Defense Attache (2002 to 2005), he was responsible for bi-lateral policy issues between US Department of Defense and Singapore Ministry of Defense, and between the US Armed Forces and Singapore Armed Forces.

(b) (6) was a fighter pilot with the Republic of Singapore Air Force. He retired with the rank of Brigadier General in July 2005 after more than 31 years of service. During his military career, he held command positions at various levels including, Commander of Paya Lebar Air Base (1998 to 2002). (b) (6) also held several key positions at the air force headquarters, with staff responsibilities over operational requirements, contingency plans, doctrines and operational development. (b) (6) was awarded the Public Administration Medal (Military, Silver) in 2000 and the Legion of Merit (Degree of Officer) in 2006. (b) (6) had his early education at Raffles Institution. He holds a Bachelor of Engineering (Avionics, 1st Class Honors) from University of London and a Master of Public Administration from Auburn University at Montgomery. He is also a graduate of the USAF Air War College.

(b) (6) is Vice President of VT Systems. He is currently based in Virginia, USA. His key responsibilities are corporate affairs and special projects, working directly with the Chairman and CEO of the corporation. He also serves as Head of IT within the company's corporate headquarters. His previous portfolio in VT Systems, Inc., was Business Development, handling the land systems portfolio in the Americas.

(b) (6) spent 22 years in a military career. A Lieutenant-Colonel with the Singapore Armed Forces (SAF), he had a successful tour of duty as the Assistant Defence Attache based in the Singapore Embassy in Washington, D.C., USA. Of the 22 years in the military, 14 years were spent in Joint Staff work. The key appointments he has held are Branch Head of Computer Networking with G2 (Army Intelligence), Head (Project Branch) in the Joint Staff,

VT SYSTEMS

Head of Mapping Unit and Commanding Officer of 5 Signal Battalion. (b) (6) was trained as an Infantry Officer (both SAF and the Australian Army), Tank Commander, Communications Officer and also underwent Airborne training.

(b) (6) is the Director of Human Resources at VT Systems. Prior to joining VT Systems in June 2017, she was the Director of Human Resources at MicroTech. She has also held leadership roles in the Human Resources function at SAIC, CACI, The McConnell Group and The Boston Land Company. (b) (6) received a B.A. in Sociology from the University of Massachusetts Boston.

(b) (6) joined VT Systems as Vice President of Business Development in August 2016. Prior, he was a Consultant at Burdeshaw Associates. (b) (6) also spent one year as Chief Operating Officer at Angra International and Senior Program Manager at Engility. (b) (6) spent 20 years in the United States Marine Corps.

For additional information please visit <http://www.vt-systems.com/>.

Position Summary

VT Systems

Since VT Systems' establishment in 2001, General (b) (6), USA (Ret.) has served as the company's Chairman & CEO. After sixteen-plus years, John has decided to step down from the role as CEO after an orderly transition. He will remain Chairman of the company until his full retirement at a time to be agreed upon.

The CEO of VT Systems has the responsibility to work closely with and support ST Engineering's business sector Presidents in achieving the P&L plan for the group's ~\$1B business in the US. The CEO will work closely with and support the ST Engineering management in Singapore to develop VT Systems' strategic plan focused on driving organic and inorganic growth across the company's commercial and defense business lines spanning the Aerospace, Electronics, Land systems, and Marine Sectors.

The CEO will demonstrate an entrepreneurial mindset, the ability to formulate, communicate and support the group's business sectors in driving a flexible strategy for growth focused on M&A, new business opportunities and initiatives that fit with the portfolio of the group, and a commitment to achieving defined business priorities and objectives aligned with the group's mission and overall strategy.

This role will be based at VT Systems' headquarters in Alexandria, Virginia, and will receive functional guidance from the President and CEO of ST Engineering.

Key responsibilities include

- *Strategic leadership* Drive the overall strategic direction and group go-to-market approach of the company with energy and urgency.
- *Achieving growth through M&A* In addition to implementing strategies for organic growth, s/he will identify market opportunities that leverage VT Systems' capabilities and pursue value-creating acquisitions.
- *Operational leadership* Work with operating leaders to fine tune organization and operating tactics to maximize productivity and efficiency while also investing in growth.
- *Talent development* Mentor and inspire the senior leadership team, leading by example to set a standard for excellence. Continually upgrade organizational talent through development and recruitment in order to drive the organization into new markets and continue to raise standards of excellence.
- *Serve as ST Engineering's country leader for the US business when interfacing with external parties, including government agencies, state, city government officials, customers and partners.*
- *Work in a matrix organization to support the ST Engineering business sector management in driving and stewarding the VT Systems group of companies*

DESIRED OUTCOMES

Success in this role will be measured by his/her ability to

- Drive growth for the VT Systems' business operations through M&A (particularly on the commercial side of the business), while implementing strategies for organic growth, to profitably achieve \$3B+ in total revenues.

- Leverage his/her experience and professional insight to identify areas of improvement to address the company's business challenges in terms of operating performance, sustainability and consistency with the group's directions
- Capitalize on Defense opportunities on the horizon.
- Bring a teambuilding and "roll up your sleeves" leadership style that further enhances the company's culture and values described as "Driven by excellence. Proven by performance."

Candidate Profile

VT Systems

IDEAL EXPERIENCE

Master's degree. More than 10 years' CEO/General Management experience gained in relevant commercial businesses, the Defense industry, or a combination of the two. Candidates with the following experience will be advantageous : (i) possess both defense and non-defense commercial experience (ii) experience in government contracting (iii) established strong domestic and international network.

P&L responsibility of \$1B+ in revenues. S/he will bring a successful track record of leading inorganic growth through M&A and a proven ability to manage a complex P&L with a diversified portfolio of products, services or both

Experience leading a geographically dispersed, global workforce. Ability to lead in a matrix organization, possess strong influencing skills and function effectively when there is no formal authority.

American citizenship and experience working collaboratively with an SSA Board or non-US division of an American Defense company desirable

Frequent international and domestic travel (outside the local area and overnight) would be required.

CRITICAL LEADERSHIP CAPABILITIES

Strategic Leadership

In the company's next phase of growth, the CEO will position VT Services to achieve profit and growth targets by

- Demonstrating an entrepreneurial mindset
- Execute VT Systems' strategic growth plan, while ensuring alignment with ST Engineering's overarching business strategy. This includes working in concert with the ST Engineering management team to put in place the necessary infrastructure required to achieve growth objectives.

VT SYSTEMS

- Thinking 3-5 years ahead, providing insight and thought leadership on new business and M&A opportunities, emerging needs, market challenges and customer priorities.
- Analyze situations and anticipate challenges well before potential issues arise and able to execute timely effective solutions to ensure the survival and growth of the company
- Empowering operating company leaders and business development executives to pursue efficiencies, identify synergies and align capabilities with customer needs
- Demonstrating strong organizational skills required to implement business and team structural changes – for example, implement shared services, alignment to group practices to optimize and leverage on group scale and efficiencies
- Maintain a deep knowledge of the markets and industry of the company as well as build strong partnerships with industry 'movers and shakers'

Collaboration & Team-Building

Given the global nature and structure of the company, it will be imperative for the CEO to:

- Establish credibility and collaborative relationships with the Singapore leadership team, customers, vendors and the community. S/he will operate with transparency, while maintaining the highest level of compliance
- Demonstrate strong relationship-building and interpersonal skills, as well as a flexible communication style to effectively operate at every level of the organization.
- Exhibit superb listening and problem-solving skills
- Successfully navigate the cultural nuances of working for a foreign-owned company in the Americas region
- Be a team player who sees the pursuit of broader group objectives as being more important than optimizing at the business unit level

Management & Leading People

VT Systems' CEO will effectively lead and manage a diverse and global workforce by

- Having strong focus on people development, including job rotation and international assignments
- Providing clear messaging on the long-term objectives of the company, and motivating employees towards high performance and excellence through articulating clearly the key roles they play in achieving those objectives.
- Serve as a hands-on and visible leader and manager, ensuring performance management, company's mission, core values and policies of the company are put into practice.
- Fostering a culture of mentorship which includes empowering operating company leaders to establish and implement best practices and efficiencies across the enterprise
- Enforce adherence to legal guidelines and in-house policies to maintain the company's business ethics, legality, corporate governance and sustainability standards

News Release

ST Engineering Appoints New Head for its US Headquarters

Singapore, 10 September 2018 – ST Engineering today announced the appointment of (b) (6) as President & CEO (Designate) of its US Headquarters, VT Systems. He will take over as President & CEO from General (Ret.) (b) (6) on 1 December 2018, who will relinquish his CEO position but remain as non-executive Chairman of VT Systems.

Gen. (b) (6) has been helping VT Systems for 17 years since it was set up in 2001 to support the Group's overseas expansion. Today, the US is the Group's single largest market outside of Singapore, with operating companies and major operations in 16 cities, contributing more than 20% to Group revenue.

"(b) (6) leadership has been pivotal in the growth of our US businesses, evidenced by the scale and size of our US presence today. I am glad that the Group can continue to benefit from his proven ability, domain expertise and network as he devotes more of his time to engaging closely with customers and government agencies in the US," said (b) (6), President & CEO of ST Engineering. "This is an excellent time for (b) (6) to join the Group as we focus on growing our US presence, particularly in the defence segment. With his proven record of corporate leadership roles in taking international and domestic defence business to high levels, (b) (6) is indeed a valuable addition to the Group's leadership bench."

"I am fortunate to have served and played a part in ST Engineering's growth in the US. With a list of renowned and leading businesses in the US, there is so much more potential for the Group to tap on," said Gen. (b) (6). "The time is now right for me to hand over the leadership as ST Engineering embarks on its next phase of growth and opportunities, with the US market playing a more critical role in driving the success of the Group."

(b) (6) brings with him a wealth of experience in the defence industry, with 17 years in the private sector and 24 years in the public and military sector. Prior to joining VT Systems, he founded his consultancy firm based in Washington D.C. to provide senior advisory services for global

aerospace and defence clients. From 2002 to 2017, (b) (6) was with Raytheon Company, where he held several executive management positions in business development & strategy as well as sales & marketing. His last position was President, Raytheon International, Inc., where he oversaw the international sales and marketing efforts for more than 80 nations globally, and spearheaded market expansion into significant markets as well. He also held various business development leadership roles, strategy and competitive capture positions, driving the top line and market development for a wide variety of defence and security programmes both within the US and globally

(b) (6) holds a Master of Science in Systems Management from the University of Southern California and Bachelor of Science from the US Naval Academy, Annapolis, Maryland.

ST Engineering is a global technology, defence and engineering group specialising in the aerospace, electronics, land systems and marine sectors. The Group employs about 22,000 people across offices in Asia, the Americas, Europe and the Middle East, serving customers in the defence, government and commercial segments in more than 100 countries. With more than 500 smart city projects across 70 cities in its track record, the Group continues to help transform cities through its suite of Smart Mobility, Smart Security and Smart Environment solutions. Headquartered in Singapore, ST Engineering reported revenue of S\$6.62b in FY2017 and it ranks among the largest companies listed on the Singapore Exchange. It is a component stock of the FTSE Straits Times Index, MSCI Singapore, SGX ESG Transparency Index and SGX ESG Leaders Index. For more information, visit www.stengg.com.

Media contacts:

(b) (6)
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Tel: (65) (b) (6)
Email: (b) (6) @stengg.com

(b) (6)
Manager, Corporate Communications
Tel: (1) (b) (6)
Email: (b) (6) @vt-systems.com

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold, removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code, *the provisions of section 783(b), title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government, (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information, or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

(b) (6)	DATE	SOCIAL SECURITY NUMBER (See Notice below)
	09/12/2018	(b) (6)

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE NAME, ADDRESS AND IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

Vision Technologies Systems, Inc.
99 Canal Center Plaza, Suite 220
Alexandria, VA 22314

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE (b) (6)	DATE 09/12/2018	SIGNATURE (b) (6)	DATE 12 Oct 18
NAME AND ADDRESS (Type or print) (b) (6) Vision Technologies Systems, Inc. 99 Canal Center Plaza, Suite 220 Alexandria, VA 22314		NAME AND ADDRESS (Type or print) (b) (6) CDR (b) (6), JAGC, USN Asst Legal Counsel CNP Legal 701 S. Courthouse Road Arlington, VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me, that I have returned all classified information in my custody, that I will not communicate or transmit classified information to any unauthorized person or organization, that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to obtain classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b) (6)	DATE
	09/12/2018
(b) (6)	SIGNATURE OF WITNESS (b) (6)

NOTICE. The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

(b) (6)

CDR USN DCNO N1 (USA)

From: (b) (6) CDR N1, N00L
Sent: Friday, October 12, 2018 11:34 AM
To: navyfge
Subject: Memo to File-FGE Request ICO CAPT (b) (6)

I called CAPT (b) (6) to discuss two issues regarding his request dated 12 Sep 18 regarding Vision Technology Systems:

- 1) WRT to his SF-312, he did have a Security Debriefing, so I made the appropriate cross-out on the form.
- 2) He began this position prior to receiving FGE approval. He thought that FGE approval was required only for retirees of paygrade O-7 and higher; he learned that requirement applied to all paygrades once he started working in the position and immediately submitted his request. He understands that ultimately his retirement pay may be recouped given that he began the position without approval.

V/R

(b) (6)



United States Department of State

Washington, D.C. 20520

May 8, 2019

Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from Captain (b) (6) (U.S. Navy, Retired; XXX-XX-(b) (6) to accept civil employment as the President and Chief Executive Officer of Vision Technologies Systems, INC, a subsidiary of Singapore Technologies Engineering Ltd.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of Captain (b) (6) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. Captain (b) (6) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, Captain (b) (6) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.



United States Department of State

Washington, D.C. 20520

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b) (6)

Assistant Secretary



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON VA 22204-2472

5370
N00L
January 9, 2018

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment request of CAPT (b) (6), U.S. Navy (Retired). The request is for approval for CAPT (b) (6) through the consulting company he owns (Innovative Partners Incubation), to consult for the government of Madagascar by assisting in the development of a program to create employment in the agribusiness sector. His firm has proposed a six-month engagement to Madagascar, for which the firm would be paid \$(b) (6), (b) (4) in consulting fees plus reimbursement of expenses.

CAPT (b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-(b) (6)

Sincerely,

(b) (6)

(b) (6)

CDR, JAGC, U.S. Navy

Enclosure: 1. Employment Request Package,
CAPT (b) (6), USN (ret)

21 Dec 2018

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO CAPT (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 1994
(d) DoDI 1320.04 of 3 Jan 2014

Encl: (1) CAPT (b) (6), USN (ret) Request for Foreign Employment and Questionnaire dtd 26 Sep 18 with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The requested employment is for CAPT (b) (6) through the consulting company he owns (Innovative Partners Incubation), to consult for the government of Madagascar by assisting in the development of a program to create employment in the agribusiness sector. His firm has proposed a six-month engagement to Madagascar, for which the firm would be paid \$(b) (6), (b) (4) in consulting fees plus reimbursement of expenses.
3. Enclosure (1) provides amplifying information. CAPT (b) (6) submitted a second questionnaire as he initially used an old version of the form. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.
4. A review of the requestor's electronic personnel file did not identify any adverse or reportable information as defined by reference (d). A review of the requestor's JPAS records did not identify any security clearance incident reports.
5. Using the criteria established by SECNAV in reference (b), the employment CAPT (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.
6. I recommend that the subject request be approved. Please indicate your approval or

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6), USN (RETIRED)

disapproval below. Upon your approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AS 11/2/19

Disapproved: _____

26 September 2018

From: CAPT. (b) (6), USNR-Ret.
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept a consulting contract for my company with the Government of Madagascar.

2. The Government of Madagascar has received funding from the African Development Bank (AfDB) to establish an agribusiness incubation program to create employment, with a particular focus on youth, and women entrepreneurs. In order to systematize their program and provide better support for Malagasy agribusiness entrepreneurs, the Ministry has asked Innovative Partners Incubation to assist in the development and administration of the proposed program. This will be a capacity-building project to help them achieve sustainability in their agriculture sector. My company, Innovative Partners Incubation Corporation (www.innovativepartners.com) has been in the business of starting and managing such programs since the late 1980's (originally as Innovative Partners, Inc.). We generally work with public sector clients in the US and elsewhere, and have managed private technology startups as well. Although we have worked for the World Bank and the European Bank for Reconstruction and Development (EBRD) on several projects, this project is being conducted for AfDB, but the Malagasy Government is the contracting authority. We would be paid by the Government of Madagascar rather than the bank. We are proposing about six months of work for three people at a total of consulting fees of \$(b) (6), (b) (4) plus reimbursement of reasonable and customary expenses for travel, meals and lodging (as this is on a per diem basis, with a final number of days yet to be determined, the figure quoted above is what we consider the upper limit of the fees). My wife and I own the company and have several consultants we work with, but I am the only one who is retired from the military.

3. After my graduation from USNA, I spent 8 1/2 years on active duty and another 20 years in the Naval Reserve retiring in 2002. I was a Naval Flight Officer assigned to VS-28 flying S-3A aircraft and I continued in airborne antisubmarine warfare managing ASWOCs as a reservist, and was Commanding Officer of ASWOC 0465 in the early 1990's. I had a Final Secret clearance, and regularly had access granted to Top Secret information as part of mission requirements. I am unaware of having had any exposure to compartmented information at any time.

Very Respectfully,

(b) (6)

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial) (b) (6)

Physical address (include mailing if different): (b) (6)

Phone + (b) (6) Email: (b) (6)@innovativepartners.com

Status: Military Retirement Date (if applicable): 1 July 2002

Rank/Rate (at Retirement or current Reserve) CAPTAIN

Are you a U.S. citizen? Yes SSN (last four digits): XXX-XX (b) (6)

Location of proposed employment: (City, Country) ANTANANARIVO, MADAGASCAR

1 Who is your proposed employer and how are they connected to a foreign government?

Government of Madagascar

2. What is your proposed job title?

Consultant

3. What will your specific job duties involve? (If a job description is available, please attach)

The Government of Madagascar is establishing a youth employment agribusiness program that will incorporate the use of Business Incubation as a strategy for employment creation. My company, Innovative Partners Incubation is in the business of developing and managing such programs and has proposed to assist them in building the capacity required to administer the program. This would involve identifying locations, developing strategic plans, selecting and training staff and working with the entrepreneurs who would be the clients of the incubator programs. Note: The African Development Bank is the sponsor of the program, but the invoicing would be to the Government of Madagascar Ministry of Agriculture.

4 Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

Nothing of value of any kind has been offered. Fees for services (subject to change, and based on 180 days of service for two individuals from my company) of \$(b) (6), (b) (7)(C) plus reimbursable expenses (travel, transport, food and lodging).

5 Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

NO

6. What is the highest U.S. security clearance that you have held?

FINAL SECRET

7. What is the highest level of classified material to which you have been granted access?

Periodically granted access to TOP SECRET when required for the mission

8. Have you had access to Special Access Programs?

NO

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

NO

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

NO

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain

NO

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job

NO

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

NO

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge

(b) (6)

(b) (6)

25 September 18

Date

Foreign Government Employment Questionnaire

(revised 1 Aug 18)

Section 1-Applicant Data

Name (last, first, middle initial)

(b) (6)

Physical address

(b) (6)

Mailing address (If different from physical)

Phone

+1 (b) (6)

Email:

(b) (6) @innovativepartners.com

Status Military Retirement Date (if applicable)

Retired 1 Jul 2002

or Current Navy Reserve EOS Date

Rank/Rate (at Retirement or current Reserve)

CAPT

SSN (last four digits):

XXX-XX-(b) (6)

Are you a U.S. citizen? ☒ Yes ☐ No

Section 2-Questionnaire

1. Location of proposed employment. (City, Country)

Antananarivo, Madagascar

2. Who is your proposed employer and how are they connected to a foreign government?

Madagascar Ministry of Agriculture

3. What is your proposed job title?

Consultant

4. What will your specific job duties involve? What specific expertise/knowledge will you be expected to provide during your foreign employment? (Please attach job description if available)

Consulting contract for my company to assist in the development of agribusiness incubation centers; assisting entrepreneurs in commercializing their innovative ideas and products. I have been in the business of organizing, designing and managing such incubation centers since 1986 and have broad experience in the field. This will include selecting companies to admit to the incubators as clients, training incubator managers, and setting up a mentor and business coaching program.

5. What compensation and benefits will you receive (pay, allowances, honors, awards, consultation fees, partnership distributions, ownership interests transportation, lodging, food, etc) for your services? Will your compensation and benefits be determined or influenced by the foreign government with which you are working?

Consulting fees/expenses - to be negotiated. Fees could range from \$ (b) (6), (b) (7)(C) to \$ (b) (6), (b) (7)(C) USD as currently envisioned and will be dependent on the number of working days provided.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

NO

7. What is the highest U.S. security clearance that you have held?

FINAL SECRET

8. What is the highest level of classified material to which you have been granted access?

TOP SECRET

9. Have you had access to Special Access Programs?

NO

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

NO

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

NO

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

NO. NONE

13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade? ¹ If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment ² (Please review End Notes Prior to Answering)

NO

14. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

NO

Additional Information (if applicable)

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)



10/08/2018

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold, removal from any position of special confidence and trust requiring such clearances, or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation or violations of United States criminal laws including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to: (1) classified information; (2) communications to Congress; (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security including sections 641, 793, 794, 798, 799, 852 and 1924 of title 18, United States Code, and section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

*NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

(b) (6)	DATE	SOCIAL SECURITY NUMBER (See Notice below)
	09/26/2018	(b) (6)

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE NAME, ADDRESS AND IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

Innovative Partners Incubation Corporation, (b) (6)

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
(b) (6)	DATE	SIG (b) (6)	DATE
	09/26/2018		12 Oct 18
NAME AND ADDRESS (Type or print)		NAME	
(b) (6) Captain, USN Ret		CDR (b) (6) JAGC, USN	
(b) (6)		Asst Legal Counsel	
(b) (6)		CNPLegal	
		701 S. Courthouse Road	
		Arlington, VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me, that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information; and that I (have) ~~have not~~ ~~will not~~ ~~do not~~ received a security debriefing.

(b) (6)	DATE
	09/26/2018

NAME OF WITNESS (Type or print)

(b) (6) Captain, USN Ret

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



United States Department of State

Washington, D.C. 20520

May 6, 2019

Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from Captain (b) (6) (U.S. Navy, Retired; XXX-XX-(b) (6) to accept civil employment as a Consultant with Innovative Partners Incubation under contract with the Madagascar Ministry of Agriculture.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of Captain (b) (6) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. Captain (b) (6) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, Captain (b) (6) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.



United States Department of State

Washington, D.C. 20520

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b) (6)

Assistant Secretary



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
February 8, 2019

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6):

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment request of CDR (b) (6), U.S. Navy (Retired). The request is for approval to serve as Vice President of Quality Assurance with the Nawah Energy Company. Nawah Energy Company is majority owned by the Emirates Nuclear Energy Corporation, a state-owned United Arab Emirates corporation. In this role, CDR (b) (6) will be responsible for providing oversight of the construction, testing, and commercialization of a new nuclear power plant. For his services, he will be compensated at a level in excess of his military retirement pay.

CDR (b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-(b) (6).

Sincerely,

(b) (6)

(b) (6)

CDR, JAGC, USN

Enclosure: 1. Employment Request Package,
CDR (b) (6), USN (ret)

4 Jan 2019

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO CDR (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. § 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94
(d) DoDI 1320.04 of 3 Jan 14

Encl: (1) CDR (b) (6) USN (Ret) ltr of 13 Oct 18 w/ encl
(2) CDR (b) (6) USN(Ret) ltr of 21 Dec 18

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. Approval is being requested for CDR (b) (6) to serve as Vice President of Quality Assurance with the Nawah Energy Company, which is majority owned by the Emirates Nuclear Energy Corporation, a state-owned United Arab Emirates corporation. In this role, he would provide oversight of the construction, testing, and commercialization of a new nuclear power plant. For his services, CDR (b) (6) expects to be compensated at approximately \$(b) (6), (b) (6) per month, which includes both pay and living allowances. However, the terms of his employment have not been finalized.
3. Enclosures (1) and (2) provide amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.
4. Using the criteria established by SECNAV in reference (b), the employment CDR (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.
5. A review of the requestor's electronic personnel file did not identify any adverse or reportable information within the 10-year period defined by reference (d). No information regarding this retired officer's security clearance was available in JCAVS.

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CDR (b) (6), USN (RETIRED)

6. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AG 11/22/19

Disapproved: _____

October, 13 2018

From: (b) (6), CDR, USN (ret)
To: Secretary of the Navy

Subj: REQUEST TO ACCEPT EMOLUMENTS FROM Nawah Energy Company

Ref: 37 U.S.C. §908

Encl: (1) Foreign Government Employment Questionnaire
(2) Proof of value of the gifts

1. Mr. Secretary, this letter requests permission to accept emoluments in the form of a salary for services, presented upon the occasion of my employment in the UAE as the Vice President of Quality Assurance with the Nawah Energy Company – a private Joint Stock Company.

2. Upon approval, my duties will be to provide oversight of construction, testing and commercialization of the Barakah commercial nuclear power plant. I will monitor progress, assess programs and make reports to aid in the safe completion of the commercial power plant. I will be compensated directly by the Nawah Energy Company on a bi-weekly basis after signing a contract for my services. I will NOT be required to swear an oath of allegiance to the foreign government. My duties in the United States commercial nuclear power industry for nine years since my retirement lend itself to this work.

3. The Nawah Energy Company is a Private Joint Stock Company (PJSC) co-owned by the Emirates Nuclear Energy Corporation (ENEC) (82%) and the Korea Electric Power Corporation (KEPCO) (18%).

a. Since its inception in 2009, Emirates Nuclear Energy Corporation (ENEC) has been working to deliver peaceful, safe, clean, reliable and efficient nuclear energy to the nation - energy that is needed to support the country's social and economic growth. ENEC's mission is to deliver nuclear energy as a new source of energy in the UAE, in order to diversify the UAE's energy portfolio and meet growing energy demands in the nation. ENEC is responsible for the design, construction and ownership of the UAE's first nuclear energy plant.

b. The Korea Electric Power Corporation (KEPCO) is the largest electric utility in South Korea responsible for the generation, transmission and distribution of electricity and the development of electric power projects including nuclear power, wind power and coal. It is known for its strong research abilities, technological development, overseas businesses, investment and corporate social responsibility practices. The World Association of Nuclear Operators (WANO) recognizes KEPCO as a leader in safety, plant reliability and efficiency. With more than 30 years of experience in nuclear technology and nuclear power plant operations, KEPCO has a strong record for developing nuclear power plants that meet stringent industry quality standards.

4. I served in the United States Navy for 22 years, 10 months and 10 days from my graduation from the United States Naval Academy on May 21, 1986 through my retirement on March 31, 2009. My highest security clearance attained was TS/SCI.

(b) (6)



Foreign Government Employment Questionnaire

(revised 1 Aug 18)

Section 1-Applicant Data

Name: (last, first, middle initial)

(b) (6)

Physical address:

(b) (6)

Mailing address (If different from physical):

Phone:

(b) (6)

Email:

(b) (6) @charter.net

Status: Military Retirement Date (if applicable):

retired March 31, 2009

or Current Navy Reserve EOS Date:

Rank/Rate (at Retirement or current Reserve):

CDR (ret)

SSN (last four digits):

(b) (6)

XXX-XX-

Are you a U.S. citizen? ☒ Yes ☐ No

Section 2-Questionnaire

1. Location of proposed employment: (City, Country)

Abu Dhabi, United Arab Emirates

2. Who is your proposed employer and how are they connected to a foreign government?

The Nawah Energy Company. It is a Private Joint Stock Company (PJSC) co-owned by the Emirates Nuclear Energy Corporation and the Korea Electric Power Corporation.

3. What is your proposed job title?

Vice President, Quality Assurance

4. What will your specific job duties involve? What specific expertise/knowledge will you be expected to provide during your foreign employment? (Please attach job description if available).

Provide oversight of construction, testing and commercialization of the Barakah commercial nuclear power plant. I will monitor progress, assess programs and make reports to aid in the safe completion of the commercial power plant. My duties in the United States commercial nuclear power industry for nine years since my retirement lend itself to this work.

5. What compensation and benefits will you receive (pay, allowances, honors, awards, consultation fees, partnership distributions, ownership interests, transportation, lodging, food, etc.) for your services? Will your compensation and benefits be determined or influenced by the foreign government with which you are working?

I will be compensated directly by the Nawah Energy Company on a bi-weekly basis after signing a contract for my services. I will receive pay and living allowances for a total of \$ (b) (6), (b) (4) USD per month. My compensation is contractual and will not be influenced by the United Arab Emirates.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No

7. What is the highest U.S. security clearance that you have held?

TS/SCI

8. What is the highest level of classified material to which you have been granted access?

TS/SCI

9. Have you had access to Special Access Programs?

Yes

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Although I was a nuclear trained Surface Warfare Officer, my positions were not relevant to my proposed employment in a commercial electric generation plant. My duties in the U.S. commercial nuclear power industry for the nine years since my retirement are relevant.

13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade?¹ If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment.² (Please review End Notes Prior to Answering)

I will not be providing a defense service or brokering. My position will support working to deliver peaceful, safe, clean, reliable and efficient nuclear energy to the UAE - energy that is needed to support the country's social and economic growth. This new source of energy will also diversify the UAE's energy portfolio and meet growing energy demands in the nation.

14. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

Not applicable

Additional Information (if applicable):

Emirates Nuclear Energy Corporation is working to deliver peaceful, safe, clean, reliable and efficient nuclear energy to support social and economic growth. This project will diversify its energy portfolio and meet growing energy demands in the nation. ENEC is responsible for the design, construction and ownership of the UAE's first nuclear energy plant. The Korea Electric Power Corporation is the largest electric utility in South Korea responsible for generation, transmission and distribution of electricity and the development of electric power projects. It is known for research, development, overseas businesses, investment and corporate social responsibility practices. Recognized by the World Association of Nuclear Operators as a leader in safety, plant reliability and efficiency, they have more than 30 years of experience in nuclear technology and power plant operations and a strong record for developing nuclear power plants that meet stringent industry quality standards.

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed and answered to the best of my knowledge.

(b) (6)

Signature

10/13/2018

Date

End Notes

¹The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

“Defense service” (ITAR §120.9) means:

- (a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;**
- (b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or**
- (c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.**

“Defense article” (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

“Technical data” (ITAR §120.10) means:

- (a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, including information in the form of blueprints, drawings, photographs, plans, instructions or documentation;**
- (b) Classified information relating to defense articles and defense services on the USML; and**
- (c) Software directly related to defense articles.**

Note: The definition does not include commonly taught information concerning general scientific, mathematical, or engineering principles, nor does it include basic marketing information on function or purpose or general system descriptions.

“U.S. person” (ITAR §120.15) means a person who is a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any corporation, business association, or other entity, organization, or group that is incorporated to do business in the United States, including any governmental (federal, state or local) entity.

“Foreign person” (ITAR §120.16) means any natural person who is not a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is not a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any foreign corporation, business association, any other entity that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).

“Broker” (ITAR §129.2(a)) means any person described below who engages in the business of brokering activities:

- (a) Any U.S. person wherever located;
- (b) Any foreign person located in the United States; or
- (c) Any foreign person located outside the United States where the foreign person is owned or controlled by a U.S. person.

“Brokering activities” (ITAR §129.2(b)) means any action on behalf of another to facilitate the manufacture, export, permanent import, transfer, reexport, or retransfer of a U.S. or foreign defense article or defense service, regardless of its origin.

Such action includes, but is not limited to:

- (a) Financing, insuring, transporting, or freight forwarding defense articles and defense services; or
- (b) Soliciting, promoting, negotiating, contracting for, arranging, or otherwise assisting in the purchase, sale, transfer, loan, or lease of a defense article or defense service.

Such action does not include:

- (a) Activities by regular employees acting on behalf of their employer; or
- (b) Activities that do not extend beyond administrative services, such as, collecting product and pricing information to prepare a response to Request for Proposal, generally promoting company goodwill at trade shows. Activities performed by an affiliate, on behalf of another affiliate.

Note: engaging in the business of brokering activities requires only one occasion of brokering.

²If you or your prospective employer are unsure whether your proposed employment would include the provision of defense services or brokering controlled under the ITAR, you may submit to DDTC a written request for an advisory opinion. The request to issue such an advisory opinion should include comprehensive information about the scope and details of your proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC’s website:

www.pmddtc.state.gov <https://urldefense.proofpoint.com/v2/url?u=http-3A__www.pmddtc.state.gov&d=DwMFAw&c=0NKfg44GVknAU-XkWXjNxQ&r=8f34AzkPGUyoG_RgO1p85kqe3LdTjdbk9qDKSE-nyaA&m=HrJYx4Qsg6fu6BJEmuYlr-TbvJjrU8uygAwHpyi7jeo&s=OPxi5RIFTQ2rYnUyhAb_FkmMI3wUcWDexZnrbdL4NEI&e=> .

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of individual, firm or organization)

I, intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526 or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(a) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidentiality and trust shall be placed in me by the United States Government.

I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information including the procedures to be followed in transmitting whether other persons to whom I communicate disclosing this information have been approved for access to it, and that I understand these procedures.

I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be cause to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it, or (b) I have been given prior written notice of authorization from the United States Government Department or Agency, the United States Department or Agency responsible for the classification of information or has granted me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confer with an authorized official that the information is unclassified before I may discuss it, except to a person as provided in (a) or (b) above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

I have been advised that any breach of this Agreement may result in the termination of my security clearance, I may remove from any position of special confidence and trust requiring such clearance, or termination of my employment or other relationship with the Department or Agency that granted my security clearance. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation of provisions of United States Criminal Laws, including the provisions of sections 841, 793, 794, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 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2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 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2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 2682, 2683, 2684, 2685, 2686, 2687, 2688, 2689, 2690, 2691, 2692, 2693, 2694, 2695, 2696, 2697, 2698, 2699, 2700, 2701, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 2709, 2710, 2711, 2712, 2713, 2714, 2715, 2716, 2717, 2718, 2719, 2720, 2721, 2722, 2723, 2724, 2725, 2726, 2727, 2728, 2729, 2730, 2731, 2732, 2733, 2734, 2735, 2736, 2737, 2738, 2739, 2740, 2741, 2742, 2743, 2744, 2745, 2746, 2747, 2748, 2749, 2750, 2751, 2752, 2753, 2754, 2755, 2756, 2757, 2758, 2759, 2760, 2761, 2762, 2763, 2764, 2765, 2766, 2767, 2768, 2769, 2770, 2771, 2772, 2773, 2774, 2775, 2776, 2777, 2778, 2779, 2780, 2781, 2782, 2783, 2784, 2785, 2786, 2787, 2788, 2789, 2790, 2791, 2792, 2793, 2794, 2795, 2796, 2797, 2798, 2799, 2800, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2810, 2811, 2812, 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2828, 2829, 2830, 2831, 2832, 2833, 2834, 2835, 2836, 2837, 2838, 2839, 2840, 2841, 2842, 2843, 2844, 2845, 2846, 2847, 2848, 2849, 2850, 2851, 2852, 2853, 2854, 2855, 2856, 2857, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 2865, 2866, 2867, 2868, 2869, 2870, 2871, 2872, 2873, 2874, 2875, 2876, 2877, 2878, 2879, 2880, 2881, 2882, 2883, 2884, 2885, 2886, 2887, 2888, 2889, 2890, 2891, 2892, 2893, 2894, 2895, 2896, 2897, 2898, 2899, 2900, 2901, 2902, 2903, 2904, 2905, 2906, 2907, 2908, 2909, 2910, 2911, 2912, 2913, 2914, 2915, 2916, 2917, 2918, 2919, 2920, 2921, 2922, 2923, 2924, 2925, 2926, 2927, 2928, 2929, 2930, 2931, 2932, 2933, 2934, 2935, 2936, 2937, 2938, 2939, 2940, 2941, 2942, 2943, 2944, 2945, 2946, 2947, 2948, 2949, 2950, 2951, 2952, 2953, 2954, 2955, 2956, 2957, 2958, 2959, 2960, 2961, 2962, 2963, 2964, 2965, 2966, 2967, 2968, 2969, 2970, 2971, 2972, 2973, 2974, 2975, 2976, 2977, 2978, 2979, 2980, 2981, 2982, 2983, 2984, 2985, 2986, 2987, 2988, 2989, 2990, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044, 3045, 3046, 3047, 3048, 3049, 3050, 3051, 3052, 3053, 3054, 3055, 3056, 3057, 3058, 3059, 3060, 3061, 3062, 3063, 3064, 3065, 3066, 3067, 3068, 3069, 3070, 3071, 3072, 3073, 3074, 3075, 3076, 3077, 3078, 3079, 3080, 3081, 3082, 3083, 3084, 3085, 3086, 3087, 3088, 3089, 3090, 3091, 3092, 3093, 3094, 3095, 3096, 3097, 3098, 3099, 3100, 3101, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3110, 3111, 3112, 3113, 3114, 3115, 3116, 3117, 3118, 3119, 3120, 3121, 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11 These restrictions are understood and do not supersede in any way or otherwise alter the employee's statutory rights or liabilities created by Executive Order No. 13526 (78 Fed. Reg. 707), or any successor statute, section 7211 of title 5, United States Code (governing disclosures to Congress), section 1034 of title 5, United States Code, as amended by the Military Information Protection Act (governing disclosures to Congress by members of the military under 2902 (b) (3) of title 5, United States Code, as amended by the Intelligence Information Protection Act of 1982 (50 U.S.C. 421 (a) (2)), (governing disclosures that must expose confidential Government agents), sections 7(d) and 8(d) of the Inspector General Act of 1978 (5 U.S.C. App., relating to disclosures to an Inspector General), the Executive Order of the Intelligence Community, 50 U.S.C. section 10301(g)(3) of the National Security Act of 1947 (50 U.S.C. 435-10(g)(3)), relating to disclosures to the Inspector General of the Intelligence Community, sections 17(d)(3) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403(d)(3) and 403(e)(3)) relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress, and the statute which protect against disclosures that may compromise the national security, including sections 64, 793, 794, 795, 796, 797 and 1834 of title 18, United States Code, and section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 793(b)). The definitions, requirements, obligations, rights, remedies, and liabilities created by said Executive Order and these statutes are incorporated into this agreement and are controlling.

12 I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the foregoing officer has made available to me the Executive Order and statutes referenced in this agreement and is representing regulation 32 CFR Part 2001, section 2001.80(c)(7) so that I may read them at this time, if I so choose.

(b) (6) NAME: [REDACTED] SIGNATURE: [REDACTED] DATE: 10/13/18 (b) (6)

(b) (6)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
(b) (6) DATE: 10/13/18	(b) (6) DATE: 19 Dec/18
(b) (6)	COR (b) (6) JAGC, USN Asst. Legal Counsel 701 S. Courthouse Rd. Arlington, VA 22204

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I certify that the provisions of the espionage laws, often referred to as espionage laws, and sections 793 and 794 of title 18, United States Code, are hereby acknowledged and understood by me. I have received a classified document or information, and I am hereby notified that I am not to disseminate or otherwise reveal this information to any unauthorized person or organization. I will promptly report to the Federal Bureau of Investigation any attempt by me to disseminate this information, or any information that I have received, to any unauthorized person or organization.

(b) (6) DATE: 10/13/18

(b) (6)

NOTICE: The Espionage Act 5 U.S.C. 793, requires that anyone who discloses information that is classified as top secret information is subject to severe penalties. It is a violation of the law to disclose such information to anyone who is not authorized to receive it. You are hereby advised that it is necessary to comply with the law. You are hereby notified that you are not to disseminate or otherwise reveal this information to any unauthorized person or organization. You are hereby notified that you are not to disseminate or otherwise reveal this information to any unauthorized person or organization.

December 21, 2018

From: (b) (6), Commander, United States Navy (ret)
To: Chief of Naval Personnel

Subj: REQUEST TO ACCEPT EMOLUMENTS FROM the United Arab Emirates (UAE)

Ref: 37 U.S.C. §908

1. I wanted to offer additional information regarding my application for emoluments. Commander (b) (6) brought to my attention that my service record had a potential adverse item that had occurred while I was in command. She told me she would brief you and also recommended I provide amplifying information to assist you in making your decision.
2. While in command, in (b) (6), USS (b) (6) was involved in a collision with USS (b) (6). There were no injuries and both ships sustained minor damage, returning to homeport on our own power. As a result of the investigation, no adverse action was taken against me or any member of my crew and I was entrusted to remain in command for the normal duration. While in command, I later deployed as part of the USS Enterprise battle group and was activated multiple times as Air Defense Commander and also served as Surface Action Group commander while guarding oil platforms in the Arabian Sea. I received a Meritorious Service Medal upon my change of command in (b) (6) and (b) (6) was also awarded the 2006 Battle "E" award.
3. Following command, I was also entrusted to serve as Reactor Officer in USS Eisenhower, the pinnacle job at sea for a nuclear trained surface warfare officer. As the senior surface warfare officer in the ship's crew and in command of the largest department, I was instrumental in USS Eisenhower being awarded the Battenberg Cup, JIG-Dog Ramage award, Battle "E" award and two highly successful ORSE's. I was also awarded the Commander, Naval Air Forces Leadership Award in 2007 and a Meritorious Service Medal upon my turnover and retirement in 2009.
4. Since my retirement, I have been employed with the Tennessee Valley Authority (TVA) where I pursued a Senior Reactor Operator certification and positions of trust at several commercial nuclear power plants. I served as the Plant General Manager for Watts Bar Nuclear Power Plant, where I was responsible for the construction, testing and commercialization of the first nuclear reactor in the United States in over 20 years. Most recently, I was promoted to Vice President, Power Operations where I am responsible for 35% of the generation of the largest public energy company in the United States. I am the executive sponsor of the TVA Veterans Employee Resource Group and have been instrumental in TVA being awarded the Department of Defense Freedom Award, Extraordinary Employer of the Guard and Reserve Award and have been listed in the top ten veteran friendly companies in the last three years. Further, as a compensable disabled veteran, I am also the President and chairman of the board of directors of the national veterans Employee Resource Group – Veterans in Energy.
5. The professional and personal opportunity for me to work for the Nawah Energy Company, a Private Joint Stock Company co-owned by the Emirates Nuclear Energy Corporation and the Korea Electric Power Corporation and lead many other Americans and other nationals from around the world is a once in a lifetime opportunity. My years of faithful naval service and

continued trust the navy put in me to the very end of my career have formed the foundation of my leadership and success. My civilian career has culminated in starting the first nuclear reactor in the United States and I would be very proud if the capstone of my career were starting and commercializing the largest nuclear facility in the world, to deliver peaceful, safe, clean, reliable and efficient energy to support the United Arab Emirates social and economic growth.

6. My employment will have no adverse effect on foreign relations, there will be no undue exertion of influence, and it will not jeopardize U.S. security and is not in violation of any U.S. or international laws.
7. I am proud of my almost 23 years of naval service, proud of the contributions I have made to the U.S. commercial nuclear power industry, and proud of the contributions I make to the veterans of our country. Since graduating from the U.S. Naval Academy in 1986, I have served with distinction and honor and was recognized and entrusted as such, and continue to be so today. I humbly and very respectfully request you approve my request so that I may receive my pension for my almost 23 years of faithful and honorable service while pursuing my dream. Thank you very much for your consideration. Please contact me directly if you require any additional information.

Very Respectfully,

(b) (6)

A large black rectangular redaction box covers the signature and any handwritten notes that might have been present.



United States Department of State
Bureau of Political-Military Affairs
Washington, DC 20520-6817

May 8, 2019

Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from Commander (b) (6) (U.S. Navy, Retired; XXX-XX-(b) (6)) to accept civil employment with the Nawah Energy Company in the United Arab Emirates as the Vice President for Quality Assurance.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

The PM bureau's Directorate of Defense Trade Controls (DDTC) notes that some of Commander (b) (6) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. Commander (b) (6) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, Commander (b) (6) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.



United States Department of State
Bureau of Political-Military Affairs
Washington, DC 20520-6817

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b) (6)

(b) (6)

Assistant Secretary



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
August 12, 2020

(b) (6)

Office of State Defense Integration
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy under 37 U.S.C. § 908, has approved the proposed foreign employment of LCDR (b) (6), U.S. Navy (Retired). The request is for approval for LCDR (b) (6) to serve as the Executive Vice President for Weapons & Missiles at Saudi Arabian Military Industries (SAMI). In that role, LCDR (b) (6) will manage oversight of the production of conventional tactical ordinance and missiles. This position is not expected to directly engage in the design, development, production, or use of missiles. LCDR (b) (6) has already begun this position under a three-year contract, which provides for compensation of approximately \$(b) (6), (b) (4) monthly plus allowances and possible bonuses.

LCDR (b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-(b) (6)

Sincerely,

(b) (6)

CAPT, JAGC, USN

Enclosure: 1. Employment Request Package,
CAPT (b) (6), USN (ret)

20 Jul 2020

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO LCDR (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 1994
(d) DoDI 1320.04 of 3 Jan 2014

Encl: (1) LCDR (b) (6) USN (ret) Request for Foreign Employment and Questionnaire dtd 6 Jan 19 with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. Processing of this request was delayed by the requestor's late submission of supporting documentation.
3. The request seeks approval for LCDR (b) (6) to serve as Executive Vice President for Weapons & Missiles at Saudi Arabian Military Industries (SAMI), a corporation wholly owned by the government of the Kingdom of Saudi Arabia. This role involves management oversight of the production of conventional tactical ordnance and missiles. It is not expected that this position will be directly engaged in the design, development, production, or use of missiles. LCDR (b) (6) has already begun working in this position under a three year contract, which provides for compensation of approximately \$ (b) (6), (b) (7) (C) month plus allowances and possible bonus.
4. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This opportunity does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.
5. A review of the requestor's electronic personnel file did not identify any adverse or reportable information as defined by reference (d). A review of the requestor's JPAS records did not identify any security clearance incident reports.

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO LCDR (b) (6), USN (RETIRED)

6. Using the criteria established by SECNAV in reference (b), the employment for which LCDR (b) (6) is seeking approval will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

7. Please indicate your approval or disapproval below. If you approve the request, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,
(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AB J [Signature] 3/1/00

Disapproved: _____

Date: January 6, 2019

From: (b) (6) , SSN: (b) (6)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questioner

1. Admiral, this letter request permission to accept employment with Saudi Arabian Military Industries ("SAMI"), as an Executive Vice President for Weapons & Missiles.
2. SAMI is a corporation organized under the laws of Saudi Arabia. SAMI is wholly owned by the Government of the Kingdom of Saudi Arabia, with the Pubic Investment Fund ("PIF") as an intermediate parent.

SAMI is organized around broad industrial categories, including Aeronautics, Land Systems, Defense Electronics, and Weapons & Missiles. Within Weapons & Missiles, SAMI is engaged with a number of companies in establishing lines of business related to various tactical missile systems, including, e.g., surface to air, air to air, and air to surface, and anti-tank systems. Where reference is made in this letter to missiles, in every case the reference is to conventional, tactical missiles. SAMI does not anticipate business lines related to strategic missile systems or weapons of mass destruction.

I will engage in a range of management activities including the establishment of budgets and requirements, negotiation of significant business transactions, human resources functions, the formation and general oversight over SAMI's intended operating companies.

As Executive Vice President for Weapons and Missiles, my duties include:

Strategic Leadership	<ul style="list-style-type: none">• Provide direction and leadership concerning the business unit strategy, business plan and operation• Cultivate and grow relationship with key stakeholders, decision makers and potential industry partners (regionally and internationally)• Drive the establishment of relevant partnerships with selected foreign and domestic OEMs in strong and continuous alignment with the overall strategy of SAMI• Manage existing and new relationships and recommend new programs and partnerships to achieve the
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	forecasted revenues of the business unit
Financial Oversight	<ul style="list-style-type: none"> • Assume full P&L responsibility over the business unit • Develop and recommend the annual financial and business plan to ensure financing of short- and long-term goals • Oversee fiscal activities and assume financial accountability of the overall business unit; including budget and financial statements
Executive Management	<ul style="list-style-type: none"> • Develop and adapt the organization structure of the business unit in line with the strategic direction of SAMI • Oversee and monitor the organization performance of own business unit and its activities, and ensure timely implementation of initiatives • Supervise the recruitment of the corporate division heads and management teams within the operating companies • Set and review the performance metrics for the corporate division heads and management teams within the operating companies
Program & Project Oversight	<ul style="list-style-type: none"> • Approve program implementation plans that will ensure the efficient and effective achievement of the strategic objectives • Approve the results of project monitoring and evaluation and terminates funded projects where necessary • Work with division heads to establish operations policies and procedures, accountability systems, performance reviews, etc. • Responsible for the establishment of the business unit, its operating companies, joint ventures and industry partnerships that have been defined at corporate level • Oversee the construction of the respective operating companies and provide regular updates indicating accomplishments vis-à-vis plans and potential drawbacks
Capability Building	<ul style="list-style-type: none"> • Cooperate with internal (CTO, CSO, HR) and external stakeholders (Research Centers, Universities, etc.) to develop local capabilities and workforce

	<ul style="list-style-type: none"> • Negotiate and secure licensing of assembly rights and patents from original manufacturers of equipment in close coordination with the CTO • Identify, screen and establish relationships with suppliers of materials that can be sourced locally
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My role includes management oversight of the production of conventional tactical ordnance and missiles, including e.g., surface to air, air to air, air to ground, and anti-tank systems. SAMI does not produce, and I will not be involved with the production of, strategic missiles or weapons of mass destruction. It is not expected that SAMI's U.S. person employees will ever be directly engaged in the design, development, production or use of missiles.

I have a 3 years employment contract with SAMI, This contract fixed my base pay allowances for the same duration.

3. [Briefly state your years of naval service and the highest security clearance you attained.]

I have 25 years of Naval service. Highest security clearance held was top secret.

Very Respectfully,

(b) (6)

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial) (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: (b) (6)

Email: (b) (6)

Status: Military Retirement Date (if applicable): 07/30/2007

or Current Navy Reserve EOS Date: N/A

Rank/Rate (at Retirement or current Reserve): 04/LCDR

Are you a U.S. citizen? Yes

SSN (last four digits): (b) (6)

Location of proposed employment: (City, Country) Riyadh, Kingdom of Saudi Arabia

1. Who is your proposed employer and how are they connected to a foreign government?

Saudi Arabian Military Industries (SAMI). SAMI is a corporation organized under the laws of Saudi Arabia. SAMI is wholly owned by the Government of the Kingdom of Saudi Arabia, with the Public Investment Fund (PIF) as an intermediate parent.

SAMI is organized around broad industrial categories, including Aeronautics, Land Systems, Defense Electronics, and Weapons & Missiles. Within Weapons & Missiles, SAMI is engaged with a number of companies in establishing lines of business related to various tactical missile systems, including, e.g., surface to air, air to air, and air to surface, and anti-tank systems. Where reference is made in this letter to missiles, in every case the reference is to conventional, tactical missiles. SAMI does not anticipate business lines related to strategic missile systems or weapons of mass destruction.

2. What is your proposed job title?

Executive Vice President for Weapons & Missiles.

3. What will your specific job duties involve? (If a job description is available, please attach).

I will engage in a range of management activities including the establishment of budgets and requirements, negotiation of significant business transactions, human resources functions, the formation and general oversight over SAMI's intended operating companies.

As Executive Vice President for Weapons and Missiles, my duties include:

Enclosure (1)

Strategic Leadership	<ul style="list-style-type: none"> • Provide direction and leadership concerning the business unit strategy, business plan and operation • Cultivate and grow relationship with key stakeholders, decision makers and potential industry partners (regionally and internationally) • Drive the establishment of relevant partnerships with selected foreign and domestic OEMs in strong and continuous alignment with the overall strategy of SAMI • Manage existing and new relationships and recommend new programs and partnerships to achieve the forecasted revenues of the business unit
Financial Oversight	<ul style="list-style-type: none"> • Assume full P&L responsibility over the business unit • Develop and recommend the annual financial and business plan to ensure financing of short- and long-term goals • Oversee fiscal activities and assume financial accountability of the overall business unit; including budget and financial statements
Executive Management	<ul style="list-style-type: none"> • Develop and adapt the organization structure of the business unit in line with the strategic direction of SAMI • Oversee and monitor the organization performance of own business unit and its activities, and ensure timely implementation of initiatives • Supervise the recruitment of the corporate division heads and management teams within the operating companies • Set and review the performance metrics for the corporate division heads and management teams within the operating companies
Program & Project Oversight	<ul style="list-style-type: none"> • Approve program implementation plans that will ensure the efficient and effective achievement of the strategic objectives • Approve the results of project monitoring and evaluation and terminates funded projects where necessary • Work with division heads to establish operations policies and procedures, accountability systems, performance reviews, etc.

	<ul style="list-style-type: none"> • Responsible for the establishment of the business unit, its operating companies, joint ventures and industry partnerships that have been defined at corporate level • Oversee the construction of the respective operating companies and provide regular updates indicating accomplishments vis-à-vis plans and potential drawbacks
Capability Building	<ul style="list-style-type: none"> • Cooperate with internal (CTO, CSO, HR) and external stakeholders (Research Centers, Universities, etc.) to develop local capabilities and workforce • Negotiate and secure licensing of assembly rights and patents from original manufacturers of equipment in close coordination with the CTO • Identify, screen and establish relationships with suppliers of materials that can be sourced locally

My role includes management oversight of the production of conventional tactical ordnance and missiles, including e.g., surface to air, air to air, air to ground, and anti-tank systems. SAMI does not produce, and I will not be involved with the production of, strategic missiles or weapons of mass destruction. It is not expected that SAMI's U.S. person employees will ever be directly engaged in the design, development, production or use of missiles.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

Yes. I have a 3-year employment contract with SAMI, this contract fixed my base pay allowances for the same duration. My pay and allowances are not directly controlled by KSA government. Changes are only made on contract renewal and with the approval of SAMI board of directors.

My compensation is: Basic Pay: \$(b) (6), (b) (7) per month; Housing and Transportation Allowance: \$(b) (6), (b) (7) per month; Bonus: up to 11 months Basic Pay per year [Bonus is based on company performance]

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

I am neither planning nor required to execute an oath of allegiance to the Kingdom of Saudi Arabia. I have no plan or intention of altering my U.S. citizenship status or obtaining Saudi Arabian citizenship, and SAMI will not ask or require me to do so.

6. What is the highest U.S. security clearance that you have held?

Top secret.

7. What is the highest level of classified material to which you have been granted access?

Top secret.

8. Have you had access to Special Access Programs?

Yes.

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No.

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

Yes. General defense industry knowledge will be used to manage and operate the company.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

No.

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)



Signature

1/6/19

Date

Enclosure (1)

LOCKHEED MARTIN

There are a few things that you need to be aware of before you sign the debriefing acknowledgment.

Your clearance will be terminated with our facility effective today. If you need your clearance in the future, it will be readily available for you for 2 years from today's date provided your security investigation is still current at the time of reactivation. After 2 years and 1 day, your clearance will no longer be readily available, and you will be required to initiate a new investigation. If you go to work for another organization that requires you to possess a security clearance, they will take the necessary actions to obtain your clearance.

Even after signing the debriefing statement, you are continually bound by Title 18 & Title 50 of the US Code regarding your responsibilities of protecting classified information to which you have had access.

If you read, hear, or see something in the news media regarding programs you may have worked on, and that information was classified the last time you had knowledge of it, you can neither confirm nor deny the validity of what you read, see, or hear. You must continue to protect that information until you can determine from legitimate sources that the information is unclassified.

If you are traveling overseas and someone approaches you and begins to ask you questions, for which you feel uncomfortable with the detail level of the questions, contact the US Embassy. They will review the situation and provide you any assistance you may need. If you are in the United States, and the same thing happens to you, contact the local FBI office for assistance. The FBI's phone number is published in the front of every telephone directory. If you are working for another organization at the time, notify their Security department.

In summary, any classified information you have had access to in the past must continue to be protected. If you have any questions regarding this debriefing, please contact Lockheed Martin Space Systems Company Security at (b) (6) or (b) (6).

If you do not have any questions, please read the debriefing acknowledgement; strike out the words "have not" in the last sentence so that it reads "I have received a Security Debriefing". Next, sign and date the form. Please ensure that you have someone witness your signature, and have the witness sign the form and print his or her name as indicated.

(b) (6)
(Print Name)

(b) (6)
(Employee ID Number)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

(EXTRACTED FROM STANDARD FORM 312 WHICH WAS ORIGINALLY SIGNED AND SENT TO DISCO)

PLEASE NOTE: DUE TO THE SENSITIVITY OF SOCIAL SECURITY NUMBERS (SSN), PLEASE DISREGARD THE REQUIREMENT IN THE BELOW NOTICE TO PROVIDE YOUR SSN.

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information; and that I (have) ~~not~~ (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE (b) (6)		DATE 10-1-97
NAME OF WITNESS (Type or print) (b) (6)		SIG: (b) (6)

NOTES: The Privacy Act 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9197. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN (b) (6) AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it, or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b) (6)	DATE 6 FEB 2019	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
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ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

Saudi Arabian Military Industries
P.O. Box 5260, Riyadh (Diriya) 13714
Alkhaidiyah District, Building 7252, Unit 1, Saudi Arabia

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b) (6)	DATE 6 Feb 2019	SIGNATURE (b) (6)	DATE 4 Mar 2019
(b) (6)	NAME AND ADDRESS (Type or print) CDR (b) (6) OPNAV N1/CNP 701 S. Courthouse Rd Arlington, VA 22204		

General Counsel
Saudi Arabian Military Industries
P.O. Box 5260, Riyadh (Diriya) 13714
Alkhaidiyah District, Bldg 7252, Unit 1
Saudi Arabia

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b) (6)	DATE 6 FEB 2019
(b) (6)	NAME OF WITNESS (Type or print) (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform you of the authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
HEADQUARTERS
NAVAL CRIMINAL INVESTIGATIVE SERVICE
27130 TELEGRAPH ROAD
QUANTICO VA 22134-2253

May 13, 2020

MEMORANDUM

FROM: Naval Criminal Investigative Service (NCIS)
Multiple Threat Alert Center (MTAC)
27130 Telegraph Road
Quantico, VA 22134-2253

SUBJECT: Counterintelligence Employment Review

1. NCIS MTAC completed a counterintelligence review related to the prospective employment by foreign government agencies of (b) (6) and assessed no known threats/concerns associated with any of the proposed employment.
2. If further assistance is required, please contact me at (b) (6) or by email at (b) (6) @ncis.navy.mil.

(b) (6)

CFIUS Support Analyst
Multiple Threat Alert Center



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DEPARTMENT OF THE NAVY
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
2000 NAVY PENTAGON
WASHINGTON, DC 20350-2000

5520
Ser NIAARL 19-015
15 Feb 2019

MEMORANDUM

From: NIA Special Security Officer, RSSO Arlington
To: Chief of Naval Operations

Subj: FOREIGN GOVERNMENT EMPLOYMENT ICO: (b) (6)

Ref: (a) JPAS Verification of 15 Feb 2019
(b) (b) (6) Memo dated January 6, 2019 FGE request

1. Mr. (b) (6) has tentatively accepted an offer of employment with Saudi Arabian Military Industries. Mr. (b) (6) currently holds an active Top Secret clearance/eligibility granted on 2016-08-02 by the Department of Defense Consolidated Adjudication Facility (DOD CAF). Mr. (b) (6) is a Naval Officer and retired in 2007. Since that time he has been employed by our U.S. Government Industrial Security partners.

2. His intended employment with the Saudi Arabian Military Industries poses a risk to National Intelligence, and the DOD CAF must be notified of his intent to accept the offered position, and consider readjudicating his current security clearance/eligibility.

3. Point of contact at Regional Special Security Office Arlington is Mr. (b) (6),
Comm: 703-695-(b) (6)

2/15/2019

X

(b) (6)

(b) (6)

Naval Intelligence Activity SSO, By direction

Signed by: (b) (6)

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